

**RESOLUTION NO. 2018-30**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF FOUNTAIN HILLS, MARICOPA COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO BASIC ANIMAL CONTROL SERVICES.**

**WHEREAS, the Mayor and Town Council of the Town of Fountain Hills (the "Town") acknowledge the need for animal control services within the Town; and**

**WHEREAS, Maricopa County, a political subdivision of the State of Arizona ("County"), maintains facilities, equipment, and trained personnel for the provision of animal control services; and**

**WHEREAS, the Town desires to coordinate with County for the provision of animal control services within the Town.**

**BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:**

**SECTION 1. That the Town, through its Mayor and Council, hereby approves the Intergovernmental Agreement (the "Agreement"), in substantially the form attached hereto as Exhibit A.**

**SECTION 2. The Town hereby authorizes the expenditure of funds for basic animal control services, as more specifically detailed in the Agreement.**

**SECTION 3. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to cause the execution of the Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.**

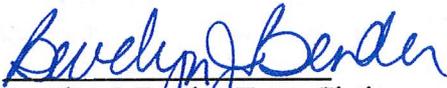
*[Signatures on following page]*

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Fountain Hills,  
Maricopa County, Arizona, this 19<sup>th</sup> day of June, 2018.

**FOR THE TOWN OF FOUNTAIN HILLS:**

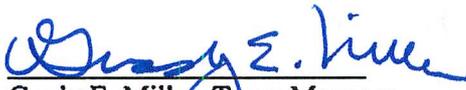
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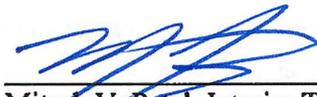
  
\_\_\_\_\_  
Linda M. Kavanagh, Mayor

  
\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

**REVIEWED BY:**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Grady E. Miller, Town Manager

  
\_\_\_\_\_  
Mitesh V. Patel, Interim Town Attorneys  
Dickinson Wright PLLC

**EXHIBIT A  
TO  
RESOLUTION NO. 2018-30**

**[INTERGOVERNMENTAL AGREEMENT FOR  
BASIC ANIMAL CONTROL SERVICES  
BETWEEN MARICOPA COUNTY, ARIZONA  
AND THE  
TOWN OF FOUNTAIN HILLS]**

**See following pages.**

INTERGOVERNMENTAL  
AGREEMENT

July 1, 2018 through June 30, 2021

AGREEMENT FOR BASIC ANIMAL CONTROL SERVICES

BETWEEN

Maricopa County

And

The Town of Fountain Hills

Contract No. \_\_\_\_\_

**AGREEMENT FOR BASIC ANIMAL CONTROL SERVICES**

This Intergovernmental Agreement ("Agreement") is entered into by and between Maricopa County, administered through Maricopa County Animal Care and Control ("COUNTY") and the Town of Fountain Hills ("TOWN"). The COUNTY and TOWN may be referred to individually as "Party" or collectively as "Parties."

**RECITALS**

- A. The COUNTY maintains facilities, equipment, and trained personnel for provision of animal control services;
- B. The COUNTY is authorized to enter into this Agreement by A.R.S. § § 11-201, 11-952, 11-1005;
- C. The TOWN is authorized to enter into this Agreement pursuant to A.R.S. § 11-952;
- D. The COUNTY is in need of animal control services and desires to enter into this Agreement with the COUNTY for Basic Animal Control Services (as defined herein); and
- E. The TOWN and COUNTY desire to enter into this Agreement to establish the Parties' rights and responsibilities with respect to the services.

NOW, THEREFORE, In consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**GENERAL PROVISIONS**

**1. Definitions:**

**Afterhours operations:** Refers to the hours of 10 p.m. to 8 a.m. seven days a week and all County Observed Holidays.

**Aggressive Dog:** Any dog that has bitten a person or domestic animal without provocation or that has a known history of attacking persons or domestic animals without provocation.

**Animal:** Refers generally to dogs, but may also include cats that have bitten a human.

**Animal Control Ordinance:** Maricopa County Animal Control Ordinance and the Fountain Hills Town Code Chapter 6 Animals, Article 6-2, Sections 6-2-1 through 6-2-9 attached hereto as Appendix E.

**Animal At-Large:** Dog that is not contained by an enclosure or physically restrained by a leash.

**Animal Control Services:** Includes:

- a. control or impound of Animals At-Large; and
- b. enforcement of licensing and rabies vaccination laws and ordinances; and
- c. rabies surveillance and impound of dogs and cats who have bitten a human.

**Bite Animal At-Large:** A dog or cat that has bitten a human.

**County Observed Holidays:** Holidays identified on Appendix D.

**Basic Animal Control Services:** Basic animal control services performed within the response periods prescribed for priority dispatch in Appendices B & C. Providing adequate staffing to respond to no less than 90% of calls for service. .

**Normal Hours of Operation:** Refers to the hours of 8 a.m. to 5 p.m. seven days a week except County Observed Holidays.

**Limited Operations Hours:** Refers to the hours of 5 p.m. to 10 p.m. seven days a week except County Observed Holidays.

**Priority 1 Dispatch:** Request for service from the police or fire departments or calls from the public involving a Bite Animal At-Large.

**Priority 2 Dispatch:** Request for service involving an Animal At-Large on school property while school is in session; Aggressive Dogs or injured or sick Stray Dogs in imminent harm.

**Priority 3 Dispatch:-** Request for service to impound stray dogs and to quarantine and investigate dog and cat bites to human; confined strays at business or private home; citizen request contact with officer to provide information on Stray Dog issue.

**Priority 4 Dispatch:** Request for service to enforce license or leash laws.

**Response Time:** The time within which the COUNTY will respond to a call for service which varies based on the time of the call and the priority assigned to the call.

**Stray Dogs:** Means any dog three months of age or older running at large that is not wearing a valid license tag.

**2. Term:**

The term of this Agreement is from July 1, 2018 through June 30, 2019 ("Initial Term"). This Agreement is effective upon full execution of the Parties.

**3. Renewal:**

This Agreement may be renewed for up to two successive three-year terms by the mutual agreement of the Parties, subject to availability and appropriation of funds for renewal. Any extension, modification or amendment to this Agreement shall be approved by both Parties in writing.

**4. Amendment:**

This Agreement supersedes all previous Agreements between the Parties concerning Animal Control Services. Nothing in this Agreement may be modified or waived except by prior written amendment, duly executed by both Parties.

**5. Termination:**

Either party may, with or without cause, terminate this Agreement by giving the other Party sixty (60) days prior written notice of such termination. Upon termination of this Agreement, all property used in performing services under this Agreement shall be returned promptly to the Party owning or having the right to possess the same.

**6. Insurance:**

The Parties agree to secure and maintain sufficient insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance

program may fulfill the insurance requirement.

**7. Record Keeping and Audits:**

The Parties agree to maintain and furnish to each other such records and documents pertaining to the services provided pursuant to this Agreement as may be required by this Agreement and any applicable Federal and State laws, rules and regulations. Each Party, prior to conducting an audit, must give one hundred and twenty (120) calendar days notice to the other Party. Notice shall be given as provided in Section 15(E).

**8. Default:**

In the event of non-payment by TOWN this Agreement shall be terminated and COUNTY obligations hereunder shall immediately cease.

**9. County Reporting Obligations:**

COUNTY shall provide TOWN with quarterly routine statistical and/or management reports which provided the following information: the number of calls, the date and time the call was received, incident address or area, descriptor (stray/dangerous), and disposition of the call concerning the services provided pursuant to this Agreement.

**10. Amendments to Ordinances:**

By this Agreement, the COUNTY has agreed to provide enforcement of the Animal Control Ordinances. If the TOWN changes its Ordinance, the COUNTY may at its option, decline to enforce the changes to the Animal Control Ordinance or enter into a written amendment adding enforcement of such changes which may include modification of service and additional payment terms

**11. Conflict of Interest:**

Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel the Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of that Party is at any time while the Agreement or any extension thereof is in effect an employee of any other Party to the Agreement with respect to the subject matter of the Agreement.

**12. Indemnification:**

To the extent permitted by law, the COUNTY and the Maricopa County Animal Care and Control ("Department") do hereby covenant and agree to indemnify, defend and hold harmless the TOWN, its officers, employees, contractees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which are the result of any act or omission of the COUNTY and the Department, its officers, employees, contractees, agents and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement.

To the extent permitted by law, the TOWN does hereby covenant and agree to indemnify, defend and hold harmless the COUNTY, its officers, employees, contractees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which are the result of any act or omission of the TOWN, its officers, employees, agents and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement.

**13. Services:**

The COUNTY agrees to provide the Animal Control Services described in Appendix B.

**14. Payment for Services:**

The TOWN agrees to pay the COUNTY for services performed under this Agreement in accordance with Appendix A of this Agreement as may be amended. COUNTY will submit an invoice quarterly for services to be provided. The TOWN will submit payment to COUNTY within thirty (30) days of receiving of a correct invoice. The Town agrees to pay the County \$19,698 for the Initial Term of the Agreement. Thereafter, the TOWN shall pay the COUNTY those fees approved by the Maricopa County Board of Supervisors in accordance with a formula developed by the Department and the County Office of Management and Budget, in accordance with Board of Supervisors Budgeting for Results Guidelines, which require full recovery of the COUNTY's direct and indirect costs. See Appendix A.

**15. General Provisions:**

- A. **Force Majeure:** Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.
- B. This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.
- C. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the COUNTY or the TOWN in any State or Federal Court.
- D. The COUNTY and TOWN warrant they are in compliance with the provisions in A.R.S. § 41-4401 (e-verify).
- E. **Notices.** Whenever written notice is required or permitted to be given by any Party to the other, such notice shall have been deemed to have been sufficiently given if personally delivered or deposited in the United States Mail in a properly stamped envelope, certified or registered mail, return-receipt-requested, addressed to:

Animal Care and Control:  
Finance Division  
Maricopa County Animal Care and Control  
2500 South 27<sup>th</sup> Avenue  
Phoenix, AZ 85009

Town of Fountain Hills:  
Town of Fountain Hills  
16705 E. Avenue of the Fountains  
Fountain Hills, AZ 85268  
Attn: Grady E. Miller, Town Manager

With a copy to:  
Town of Fountain Hills  
16705 E. Avenue of the Fountains  
Fountain Hills, AZ 85268  
Attn: Town Attorney

- F. This Agreement shall not be assigned, in whole or in part, without the prior written consent of the Parties, and any purported assignment in contravention of this provision shall be null and void.

- G. This Agreement shall be construed in accordance with the law of the State of Arizona.
- H. Each Party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal and State whether or not specifically referenced herein.
- I. The person signing this Agreement warrant that they have full authority to do so and that their signatures shall bind the Party for which they sign.

IN WITNESS WHEREOF, the parties enter into this Agreement:

**MARICOPA COUNTY  
BOARD OF SUPERVISORS**

**TOWN OF FOUNTAIN HILLS**

By:

By:

\_\_\_\_\_  
Chairman

  
Linda M. Kavanaugh, Mayor

Attest:

Attest:

\_\_\_\_\_  
Clerk of the Board

  
Bevelyn J. Bender, Town Clerk

This Agreement has been reviewed pursuant to A.R.S. § 11-952 *et. seq.* by the undersigned attorney, who has determined that it is in proper form and is within the power and authority granted under the laws of the State of Arizona.

By: \_\_\_\_\_  
Attorney for Board of Supervisors

By:   
Mitesh Patel, Interim Town Attorney  
Dickinson Wright PLLC

**APPENDIX A**

**COMPENSATION SCHEDULE ANIMAL CONTROL SERVICES**

1. COUNTY Service Level: Basic Animal Control Services

2. Service Cost

July 1, 2018 through June 30, 2019      \$19,698

July 1, 2019 through June 30, 2020      \$20,683

July 1, 2020 through June 30, 2021      \$21,668

**APPENDIX B**

**BASIC ANIMAL CONTROL SERVICES**

1. The COUNTY shall be responsible for and enforce rabies/animal control all provisions in the Fountain Hills Town Code Chapter 6 Animals, Article 6-2, and Sections 6-2-1 through 6-2-9 attached hereto as Appendix E within the geographic boundaries of Fountain Hills and in accordance with the terms of this Agreement.
2. **Minimum Staffing:** Staff sufficient to respond to approximately 90% of service requests within the time prescribed below.
3. **Response Times during Ordinary Operation Hours:** During Ordinary Operation Hours, the County staff shall arrive at the scene of an animal control incident within the time prescribed below based on the Priority Dispatch classification:

<b>Priority 1 -</b>	<b>1 hour</b>
<b>Priority 2 -</b>	<b>2 hours</b>
<b>Priority 3 -</b>	<b>5 hours</b>
<b>Priority 4 -</b>	<b>6 hours</b>
4. **Response Times during Limited Operation Hours:** During Limited Operation Hours the County will respond only to Priority 1 and 2 calls. The County will respond to such calls within 1 and 2 hours of dispatch, respectively. The County will not respond to Priority 3 and 4 calls received after 5 p.m. until the commencement of the next Ordinary Operations period. Response times for such calls will be 5 and 6 hours respectively measured from the commencement of the next Ordinary Operation period.
5. **After Hour Response Times:** After hours, the County will respond to Priority 1 calls involving bite animals within 3 hours of the dispatch within the geographic boundaries of the Town of Fountain Hills.

**APPENDIX C – HOURS OF OPERATION FOR BASIC ANIMAL CONTROL SERVICES**  
 The facilities and locations specified below and will be available during the hours of operation indicated.

Services	DAYS & HOURS OF OPERATION	Telephone no.
<i>Regular Operation Hours: Call Center</i>	Monday – Sunday 8:00 a.m. to 5:00 p.m. except County Observed Holidays	(602)506-7387(public)
<i>Limited Operation Hours: Recording</i>	Monday – Sunday 5:00 p.m. to 10:00 p.m. except County Observed Holidays	(602)506-7387(public)
<i>After hours Operations and police urgency: Direct Dispatch</i>	24/7 including holidays	(602)506-1309(not published) Police Only

Town of Fountain Hills Contract No. C2019-011

**APPENDIX D –County Observed Holidays include the following marked days:**

- |  |   |  |  |  |
|--|---|--|--|--|
| <input checked="" type="checkbox"/> New Year's Day                   | <input type="checkbox"/> Washington's birthday      | <input checked="" type="checkbox"/> Memorial Day     | <input type="checkbox"/> Rosh Hashanah | <input checked="" type="checkbox"/> Veteran's Day    |
| <input checked="" type="checkbox"/> Martin Luther King JR's Birthday | <input checked="" type="checkbox"/> President's Day | <input checked="" type="checkbox"/> Independence Day | <input type="checkbox"/> Yom Kippur    | <input checked="" type="checkbox"/> Thanksgiving Day |
| <input type="checkbox"/> Lincoln's birthday                          | <input type="checkbox"/> Good Friday                | <input checked="" type="checkbox"/> Labor Day        | <input type="checkbox"/> Columbus Day  | <input checked="" type="checkbox"/> Christmas Day    |
| <b>OTHER HOLIDAYS:</b>   |   |  |  |  |
| <input checked="" type="checkbox"/> Day After Thanksgiving           | <input type="checkbox"/> Floating Holiday –         | <input type="checkbox"/> Day Before Christmas        | <input type="checkbox"/>               | <input type="checkbox"/>                             |
|  |   |  | _____                                  | _____  |
|  |   |  | (specify)                              | (specify)  |
| <input type="checkbox"/> Cesar Chavez Birthday                       |   |  |  |  |

**APPENDIX E**

**[Town of Fountain Hills Code, Chapter 6, Article 6-2]**

**See following pages.**

# Fountain Hills Town Code

## Article 6-2

### RABIES/ANIMAL CONTROL LEASH LAW

#### Sections:

- 6-2-1 Definitions
  - 6-2-2 Powers and Duties of the Enforcement Agent
  - 6-2-3 License Fees for Dogs; Issuance of Dog Tags; Records; Penalties; Classification
  - 6-2-4 Anti-Rabies Vaccination; Vaccination and License Stations
  - 6-2-5 Dogs Not Permitted at Large; Wearing Licenses
  - 6-2-6 Impounding and Disposing of Dogs and Cats; Pound Fees
  - 6-2-7 Handling of Biting Animals; Responsibility for Reporting Animal Bites
  - 6-2-8 Unlawful Interference with Enforcement Agent; Unlawful Keeping of Dogs
  - 6-2-9 Violation; Classification; Dogs; Liability
- Section 6-2-1 Definitions

In this chapter unless the context otherwise requires:

- A. "Animal" means any animal of a species that is susceptible to rabies, except man.
- B. "At large" means on or off premises of owner and not under control of owner or other person acting for the owner. A dog shall not be deemed at large for the purposes of this section:
  - 1. If it is restrained by a leash, chain, rope or cord of sufficient strength to control the action of the dog; or
  - 2. If the dog is in a suitable enclosure that actually confines the dog; or
  - 3. While the dog is being trained or used for hunting purposes; or
  - 4. While the dog is being exhibited at a town approved show or other town sponsored event; or
  - 5. While on the dog owner' s property, the dog is under the direct and immediate control of the owner.
- C. "County pound" means any establishment authorized by the Maricopa County Board of Supervisors for the confinement, maintenance, safekeeping and control of dogs and other animals that come into the custody of the enforcement agent.
- D. "Department" means the Arizona Department of Health Services.
- E. "Dog" means a member of the *canis familiaris* family.
- F. "Enforcement agent" means the town manager or the town manager's designee who is responsible for the enforcement of this article and the regulations promulgated thereunder.
- G. "Impound" means the act of taking or receiving into custody by the enforcement agent any dog or other animal for the purpose of confinement in a county pound in accordance with the provisions of this article.

## Fountain Hills Town Code

- H. "Kennel" means an enclosed, controlled area, inaccessible to other animals, in which a person keeps, harbors or maintains five or more dogs under controlled conditions.
- I. "Livestock" means neat animals, horses, sheep, goats, swine, mules and asses.
- J. "Owner" means any person keeping an animal other than livestock for more than six consecutive days.
- K. "Rabies quarantine area" means any area in which a state of emergency has been declared to exist due to the occurrence of rabies in animals in or adjacent to this area.
- L. "Rabies vaccination certificate" means a method of recording and duplicating rabies information that is in compliance with the enforcement agent's licensing system or enforcement agent's prescribed forms.
- M. "Stray dog" means any dog three months of age or older running at large that is not wearing a valid license tag.
- N. "Vaccination" means the administration of an anti-rabies vaccine to animals by a veterinarian.
- O. "Veterinarian", unless otherwise indicated, means any veterinarian licensed to practice in this state or any veterinarian employed in this state by a governmental agency.
- P. "Veterinary hospital" means any establishment operated by a veterinarian licensed to practice in this state that provides clinical facilities and houses animals or birds for dental, medical or surgical treatment. A veterinary hospital may have adjacent to it or in conjunction with it, or as an integral part of it, pens, stalls, cages or kennels for quarantine, observation or boarding.
- Q. "Vicious animal" means any animal of the order carnivora that has a propensity to attack, to cause injury to or to otherwise endanger the safety of human beings without provocation or that has been so declared after a hearing before a justice of the peace or a city or town magistrate.  
(13-07, Amended, 06/06/2013; 06-08, Amended, 02/02/2006; 03-21, Amended, 12/18/2003)

### Section 6-2-2 Powers and Duties of the Enforcement Agent

- A. The enforcement agent shall:
  - 1. Enforce the provisions of this article and any regulations promulgated by the council.
  - 2. Issue citations for the violation of the provisions of this article. The procedure for the issuance of notices to appear shall be as provided for peace officers in A.R.S. § 13-3903, except that the enforcement agent shall not make an arrest before issuing the notice.
- B. In addition to all powers granted to the state and the county, the local enforcement agent may declare a rabies quarantine area within the town's jurisdiction. When a quarantine area has been declared, the enforcement agent shall meet with the state veterinarian and representatives from the Arizona Department of Health Services and the game and fish department to implement an emergency program for the control of rabies within that area. Any regulations restricting or involving the movements of livestock within that area shall be subject to approval by the state

## Fountain Hills Town Code

veterinarian.

- C. The issuance of citations pursuant to this section shall be subject to the provisions of A.R.S. § 13-3899.

### **Section 6-2-3 License Fees for Dogs; Issuance of Dog Tags; Records; Penalties; Classification**

- A. The owner of a dog shall pay an annual license fee, as established by the enforcement agent, for each dog three months of age or over that is kept, harbored or maintained within the boundaries of the town for at least thirty consecutive days of each calendar year. The licensing period shall not exceed the period of time for revaccination as designated by the state veterinarian. A penalty amount shall be added to the license fee in the event that application is made subsequent to the date on which the dog is required to be licensed under the provisions of this article. This penalty shall not be assessed against applicants who furnish adequate proof that the dog to be licensed has been in their possession in the town less than thirty consecutive days.
- B. Durable dog tags shall be provided. Each dog licensed under the terms of this article shall receive at the time of licensing, such a tag on which shall be inscribed the name of the County, the number of the license and the year in which it expires. The tag shall be attached to a collar or harness which shall be worn by the dog at all times while running at large, except as otherwise provided in this article. Whenever a dog tag is lost, a duplicate tag shall be issued upon application by the owner and payment of a fee to the enforcement agent.
- C. License fees may be set at a rate that is lower for (i) persons over the age of 65, upon proper proof of age and (ii) dogs permanently incapable of procreation. An applicant for a license for a dog claimed to be incapable of procreation shall furnish adequate proof satisfactory to the enforcement agent that such dog has been surgically altered to be permanently incapable of procreation.
- D. Any person who fails within fifteen days after written notification from the enforcement agent to obtain a license for a dog required to be licensed, counterfeits or attempts to counterfeit an official dog tag, or removes such tag from any dog for the purpose of willful and malicious mischief or places a dog tag upon a dog unless the tag was issued for that particular dog is guilty of a class two misdemeanor.

(09-08, Amended, 07/02/2009; 06-08, Amended, 02/02/2006; 03-21, Amended, 12/18/2003; 18-05, Amended, 04/17/2018)

### **Section 6-2-4 Anti-Rabies Vaccination; Vaccination and License Stations**

- A. Before a license is issued for any dog, the owner must present a vaccination certificate signed by a veterinarian stating the owner's name and address and giving the dog's description, date of vaccination, and type, manufacturer and serial number of the vaccine used and date revaccination is due. A duplicate of each rabies vaccination certificate issued shall be transmitted to the enforcement agent on or before the tenth day of the month following the month during which the dog was vaccinated. No dog shall be licensed unless it is vaccinated in accordance with the provisions of this article.
- B. A dog vaccinated in any other state prior to entry into Arizona may be licensed in the town provided that, at the time of licensing, the owner of such dog presents a vaccination certificate, signed by a veterinarian licensed to practice in that state or a veterinarian employed by a governmental agency

## Fountain Hills Town Code

in that state, stating the owner's name and address and giving the dog's description, date of vaccination, and type, manufacturer and serial number of the vaccine used. The vaccination must be in conformity with the provisions of this article.

- C. The enforcement agent shall make provisions for vaccination clinics as deemed necessary. The vaccination shall be performed by a veterinarian.

### Section 6-2-5 Dogs Not Permitted at Large; Wearing Licenses

- A. No person shall intentionally, knowingly, recklessly or negligently permit, allow or cause a female dog during her breeding or mating season or a vicious dog to be at large. For the purposes of this subsection only, a female dog during her breeding or mating season or a vicious dog shall be deemed at large if it is not within a suitable enclosure that actually confines the dog, or when such dog is not within a suitable enclosure, if it is not restrained by a leash, chain, rope or cord of sufficient strength to control the action of the dog.
- B. No person shall intentionally, knowingly, recklessly or negligently permit, allow or cause a dog in a rabies quarantine area to be at large. While on any owner's property, each dog shall be confined within an enclosure on such property, secured so that the dog is confined entirely to the owner's property, or otherwise under the direct and immediate control of the owner. When not on the owner's property, such dog shall be on a leash not to exceed six feet in length and directly under the owner's control.
- C. No person shall intentionally, knowingly, recklessly or negligently permit, allow or cause a dog to be at large within the town boundaries.
- D. The owner of any dog over the age of three months shall not permit, allow or cause such dog to be outside of a suitable enclosure that actually confines the dog without a collar or harness to which is attached a valid license tag issued pursuant to this article. Dogs, while being used or trained for hunting or dogs while being exhibited or trained at a town approved event, and such dogs while being transported to and from such events, need not wear a collar or harness with a valid license attached provided that they are properly vaccinated, licensed and controlled.
- E. Any dog at large may be apprehended and impounded by the enforcement agent.
  1. Said agent shall have the right to enter upon private property when it is necessary to do so in order to apprehend any dog that is at large. Such entrance upon private property shall be in reasonable pursuit of such dog and shall not include entry into a domicile or enclosure which confines the dog unless it be at the invitation of a person residing thereon.
  2. Said agent may issue a citation to the dog owner, person acting for the dog owner, custodian or other person whom said agent may reasonably believe permitted, allowed or caused the dog to be at large.
  3. In the judgment of the enforcement agent, if any dog at large or other animal that is dangerous or fierce and a threat to human safety cannot be safely impounded, it may be slain.
- F. Notwithstanding any other provision of this article, any dog owner, person acting for the dog owner, custodian or other person who permits, allows or causes a dog to be at large in violation of:

## Fountain Hills Town Code

1. Subsection A or B of this section is guilty of a class one misdemeanor.
2. Subsection C or D of this section is guilty of a class three misdemeanor.  
(03-21, Amended, 12/18/2003)

### **Section 6-2-6 Impounding and Disposing of Dogs and Cats; Pound Fees**

- A. That the town has entered into an intergovernmental agreement with the Maricopa County Board of Supervisors to provide for impounding and disposing of dogs and cats at county pounds.
- B. That all fees, charges, rules, regulations and procedures shall be as authorized by law and implemented by the rules and regulations of Maricopa County.

### **Section 6-2-7 Handling of Biting Animals; Responsibility for Reporting Animal Bites**

- A. An unlicensed or unvaccinated dog or cat that bites any person shall be confined and quarantined in a county pound or, upon request of and at the expense of the owner, at a veterinary hospital for a period of not less than seven days. A dog properly licensed and vaccinated pursuant to this article that bites any person may be confined and quarantined at the home of the owner or wherever the dog is harbored and maintained with the consent of and in a manner prescribed by the enforcement agent.
- B. Any animal other than a dog or cat that bites any person shall be confined and quarantined in a county pound or, upon request of and at the expense of the owner, at a veterinary hospital for a period of not less than fourteen days, provided that livestock shall be confined and quarantined for the fourteen day period in a manner regulated by the Arizona livestock board. If the animal is a caged rodent, it may be confined and quarantined at the home of the owner or where it is harbored or maintained, for the required period of time, with the consent of and in a manner prescribed by the enforcement agent.
- C. Any wild animal which bites any person may be killed and submitted to the enforcement agent for transmission to an appropriate diagnostic laboratory.
- D. Whenever an animal bites any person, the incident shall be reported to the enforcement agent immediately by any person having direct knowledge.
- E. The enforcement agent may destroy any animal confined and quarantined pursuant to this article prior to the termination of the minimum confinement period for laboratory examination for rabies if:
  1. Such animal shows clear clinical signs of rabies.
  2. The owner of such animal consents to its destruction.
- F. Any animal subject to licensing under this article found without a tag identifying its owner shall be deemed unowned.

## **Fountain Hills Town Code**

- G. The enforcement agent shall destroy a vicious animal upon an order of a justice of the peace or a town magistrate. A justice of the peace or town magistrate may issue such an order after notice to the owner, if any, and a hearing.**

### **Section 6-2-8 Unlawful Interference with Enforcement Agent; Unlawful Keeping of Dogs**

- A. It is unlawful for any person to interfere with the enforcement agent in the performance of his duties.**
- B. It is unlawful for a person to keep, harbor or maintain a dog within the town except as provided by the terms of this article.**

### **Section 6-2-9 Violation; Classification; Dogs; Liability**

- A. Any person who fails to comply with the requirements of this article, or violates any of its provisions, is guilty of a class two misdemeanor.**
- B. Injury to any person or damage to any property by a dog while at large shall be the full responsibility of the dog owner or person responsible for the dog when such damages were inflicted.**

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